



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNRL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "female tenant" did not attend this hearing, which lasted approximately 30 minutes. The landlord, the landlord's agent, the landlord's English language interpreter, and the male tenant ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that his interpreter and agent had permission to speak on his behalf at this hearing. The tenant confirmed that he had permission to speak on behalf of the female tenant at this hearing.

The hearing began at 11:00 a.m. with me, the landlord, the landlord's agent, and the landlord's English language interpreter present. At 11:10 a.m., when I was about to end the conference, I asked if the tenant was present on the line and he confirmed that he had been on the line the whole time but did not want to interrupt me while I was talking. I informed the tenant that he was required to identify himself from the outset of the conference, as I was about to end the conference without hearing his submissions. I confirmed that only service of the landlord's application was discussed while the tenant was present on the line, but had not yet identified himself.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application.

The tenant confirmed receipt of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 18, 2018 ("10 Day Notice"). In accordance with sections 88

and 90 of the *Act*, I find that both tenants were duly served with the landlord's 10 Day Notice.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed this tenancy will end by 1:00 p.m. on October 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that his 10 Day Notice, dated July 18, 2018, was cancelled and of no force or effect;
3. The tenants agreed to pay the landlord \$5,940.00 in rent for the period from May 1 to October 31, 2018, according to the following terms;
  - a. \$2,000.00 will be paid by September 18, 2018;
  - b. \$2,000.00 will be paid by September 30, 2018;
  - c. \$1,940.00 will be paid by October 15, 2018;
4. The landlord agreed to bear his own cost for the \$100.00 filing fee paid for this application;
5. Both parties agreed that the tenants' security deposit of \$490.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2018. The tenant(s) must be served with this Order in the

event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2018. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 10 Day Notice, dated July 18, 2018, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$4,960.00, which is the past rent due from May to September 2018. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$4,960.00 as per condition #3 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I notified the landlord that if he requires a monetary order for the future rent for October 2018, which is not yet due under the tenancy agreement, he can reapply for dispute resolution.

The landlord must bear his own cost for the \$100.00 filing fee paid for his application.

The tenants' security deposit of \$490.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 19, 2018

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Residential Tenancy Branch